



Illinois Department of Transportation

PROCUREMENT OPPORTUNITY

TO: Bid Manager

FROM: Richard W. Hunter

DATE: March 9, 2005

SUBJECT: Invitation for Bids for Land Title Insurance Services

The Illinois Department of Transportation is requesting offers from responsible VENDORS to meet the State's needs. A brief description is set forth below for your convenience with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Brief Description: Land Title Insurance Services are required in thirty-one (31) of Illinois' 102 counties for a contract term starting upon contract execution and ending July 31, 2007. This invitation is for sealed bids for land title insurance services related to the acquisition of right of way necessary for highway construction. The Department may award one contract for services in each of the thirty-one Illinois counties. Successful vendors may be awarded contracts for services provided in more than one county.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers." This part, beginning with this page, tells what you need to know and do when preparing and submitting the offer to us. It also tells how we will evaluate your offer. The Instructions for Submitting Offers will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to this Invitation for Bids.
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which states the specifications, how the offer must be priced, contract terms, and other requirements. In addition, you must provide information about your company requested in the "VENDOR Pre-qualification" section, including certain financial and conflict of interest disclosures. **You must submit all pages marked "Solicitation Response Forms" on the lower left.** Your response to this solicitation is voluntary, but without requested information we may not be able to consider your offer.

Please read the entire solicitation package and submit your offer in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. **Do not submit the Instruction pages with your offer.** You should keep the Instructions and a copy of your offer for future reference.

For your convenience, we have included a checklist to ensure you have fully completed the Solicitation Response Forms. **Please review the Checklist before submitting your offer.** More detailed instructions are provided throughout this solicitation.

**VENDOR Checklist
For Invitation for Bid (IFB)**

VENDOR: Please use this checklist to verify you have provided all required information before submitting your bid.

Contract For Supplies and/or Services

I. Contract for Supplies and/or Services:

- _____ **FOR THE VENDOR** - Did you sign, type or print name, date and title of authorized representative?
- _____ **VENDOR NAME & ADDRESS** - Did you complete requested information (VENDOR name, legal address, city, state, zip)?
- _____ **ATTACHMENT A** – Did you attach Attachment A to the Contract for Supplies and/or Services?

IV. Pricing / Compensation:

- _____ **ATTACHMENT B**- Did you complete and attach the Pricing and Compensation Bid Sheets?
- _____ **On the Pricing and Compensation Bid Sheets**- Did you enter your firm's name?

VIII. VENDOR Provided Additional Material and Exceptions

- _____ **Additional Material/Exceptions:** This section is for additions or exceptions you may want to make to the contract . *We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.*

VENDOR Pre-Qualification

General

- _____ Did you complete all information requested concerning your firm?

Business and Directory Information

- _____ Did you complete all information requested regarding the business?

References

- _____ Did you list the preferred references?

Department of Human Rights (DHR) Public Contract Number

- _____ Did you complete the requested information and if applicable provide your company's DHR Public Contract Number or evidence of application?

Minority, Female, Person with Disability Status and Subcontracting

- _____ Did you complete all information requested for your business regarding "Minority, Female, Person with Disability Status and Subcontracting"?

Disclosures

VENDOR Information

- _____ Did you complete by providing the requested VENDOR information?

Disclosure – Section 1, Conflicts of Interest

- _____ Did you understand and provide the information requested?

Disclosure – Section 2, Disclosure of Financial Interest in the VENDOR

- _____ Did you understand and complete all information requested for each individual owner having the required beneficial interest? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?

Disclosure – Section 3, Disclosure of Potential Conflicts of Interest

- _____ Did you understand and complete all information requested about for each individual having the level of financial interest identified in Section 2? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?

Disclosure – Section 4, Current and Pending Contracts and Offers

- _____ Did you understand and provide the information requested?

Taxpayer Identification

- _____ Did you complete all requested EIN information concerning your company?

Required Information

- _____ Did you submit proof of registration to do business in the State of Illinois and registration with the Illinois Department of Financial Institutions?

Note: Failure to submit and/or complete all requested information may result in you bid being rejected. If you have any questions, contact the "Project Contact" as listed in "Instructions for Submitting Offers" Section 1.11.

INSTRUCTIONS FOR SUBMITTING OFFERS

1.00 REQUESTING DEPARTMENT.

The State of Illinois Department of Transportation (DEPARTMENT) is requesting offers from responsible VENDORS to fill the DEPARTMENT'S needs as outlined below. **Please read the entire solicitation package and submit your offer in accordance with all requirements.**

1.01 PROJECT TITLE AND REFERENCE NO.

Project Title: Land Title Insurance Services
Reference No.: DOT05-CBLA-02

1.02 DESCRIPTION OF SUPPLIES AND SERVICES.

Land Title Insurance Services are required in thirty-one (31) of Illinois' 102 counties for a contract term starting upon contract execution and ending July 31, 2007. This invitation is for sealed bids for land title insurance services related to the acquisition of right of way necessary for highway construction. The DEPARTMENT may award one contract for services in each of the thirty-one Illinois counties. Successful VENDORS may be awarded contracts for services in more than one county.

1.03 SUBMIT OFFERS TO. Note: Offers will be publicly opened at this address.

Agency: Illinois Department of Transportation
Office: Division of Highways, Room 330
Attn: Cheryl Cathey
Address: 2300 South Dirksen Parkway
Springfield, Illinois 62764

Electronic Format Requested: Yes ☐ No ☒

1.04 DUE DATE & TIME FOR SUBMISSION AND OPENING OF BIDS.

Date and Time: Tuesday, March 29, 2005 at 1:00 p.m. Local Time

1.05 BID CONTAINER.

Submit a signed original and three copies of your offer in a sealed container. Label the container with the Project Title/Reference # from section 1.01 and with the due date and time from section 1.04. For your convenience, enclosed is a prepared Sealed Bid container cover sheet.

1.06 BID FIRM TIME.

60 Days from Opening

1.07 SMALL BUSINESS SET-ASIDE. Yes ☐ No ☒

If "Yes" is marked this has been set-aside for award to small businesses in Illinois (**30 ILCS 500/45-45**), and only offers from Illinois small businesses who are currently certified by the Department of Central Management Services will be considered. A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and must have less than 250 employees if a manufacturer. To become certified, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.

1.08 PREVAILING WAGE. Yes ☐ No ☒

If "Yes" is marked the VENDOR must pay employees wages and benefits and provide working conditions prevalent in the location where the work is to be performed. See Section VI, paragraph B of the Contract document for further information regarding prevailing wage requirements. In addition, local prevailing wages as determined by the Illinois Department of Labor are attached.

1.09 SECURITY.

Bid: Yes ☐ No ☒ If "Yes" is marked the VENDOR must submit with this offer a bid bond in the form of a cashiers check in the amount of \$500 (five hundred dollars), and made payable to Treasurer, State of Illinois. **The Bid Bond check must state the name of the remitter.** Failure to submit the required bond will result in rejection of your offer. If the DEPARTMENT accepts your offer and you refuse to execute the Contract, you will forfeit this bond to the DEPARTMENT. Otherwise, bonds will be returned to the successful and unsuccessful bidders upon award of Contract.

Performance: Yes ☐ No ☒ If "Yes" is marked the VENDOR must provide a contract bond in accordance with Section III, par. I of the Contract document.

1.10 VENDOR CONFERENCE AND SITE INSPECTION.

Vendor Conference: Yes ☐ No ☒
Mandatory: Yes ☐ No ☐
Date and Time: at Local Time
Location: Illinois Department of Transportation
2300 South Dirksen Parkway
Room
Springfield, Illinois 62764

Site Inspection: Yes ☐ No ☒
Mandatory: Yes ☐ No ☐
Date and Time: at Local Time
Location:

1.11 PROJECT CONTACT.

Agency: Illinois Department of Transportation
Office: Central Bureau of Land Acquisition
Attn: Dennis Hollahan
Address: 2300 South Dirksen Parkway
Room 103
Springfield, Illinois 62764

Telephone: (217) 785-2344
Fax: (217) 782-3813
E-mail: hollahandj@dot.il.gov

1.12 PROTEST REVIEW OFFICE.

Illinois Department of Transportation
Division of Highways - Room 215
Attn. Eric Harm
2300 South Dirksen Parkway
Springfield, IL 62764

Telephone: 217/785-0888
Fax: 217/524-2972
TDD 217/524-4875

1.13 DEFINITIONS. The terms "we," "our," "us", "agency", and "department" refer to the State. "You", "your", "VENDOR", "bidder" and "offeror" refer to the person submitting the offer. "Offer" is the term used to mean the response to an Invitation for Bids is sometimes called a "bid".

1.14 STATUTORY CITATIONS. This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at www.legis.state.il.us/ilcs/chapterlist.html. The Illinois Procurement Code (**30 ILCS 500**) and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed by registered users at <http://www.purchase.state.il.us> (click on Reference Library.)

1.15 ILLINOIS PROCUREMENT BULLETIN. We publish in the electronic Weekly Procurement Transportation Bulletin various notices including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. You may view and download procurement information at <http://www.dot.il.gov>. You are responsible for monitoring the Bulletin and we cannot be held responsible if you fail to do so.

1.16 SUBMISSION OF OFFER. SEE SECTIONS 1.03 and 1.04 FOR DATE, TIME AND ADDRESS FOR SUBMITTING OFFERS. You may mail or hand-deliver offers, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized in Section 1.05. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced hand delivery of the response before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings before delivery and at the delivery site.

1.17 FORM AND CONTENT OF OFFERS. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer are required (see Section 1.05). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The DEPARTMENT may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

1.18 MODIFICATION/WITHDRAW OF OFFER. Written requests to modify or withdraw the offer received by the DEPARTMENT before the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.

1.19 QUESTIONS. Please direct all questions (and requests for ADA accommodations) to the Department PROJECT CONTACT as noted in Section 1.11. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the

DEPARTMENT. We will provide written answers to questions of a general nature, or those that would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the DEPARTMENT.

- 1.20 VENDOR CONFERENCE/SITE VISIT.** SEE SECTION 1.10 FOR TIME AND LOCATION OF CONFERENCE. If so designated in Section 1.10, mandatory attendance is a condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the DEPARTMENT'S needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract. **Late arrival at a "mandatory" conference/site visit may be considered non-attendance and result in rejection of offer.**
- 1.21 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.22 OPENING.** SEE SECTIONS 1.03 AND 1.04 FOR LOCATION, DATE AND TIME OF OPENING. We will open all offers properly and timely submitted and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission.
- 1.23 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.
- 1.24 OFFER FIRM TIME.** SEE SECTION 1.06 FOR FIRM TIME. Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.
- 1.25 SECURITY.** SEE SECTION 1.09 FOR REQUIREMENTS. You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.26 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.27 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your offer. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.
- 1.28 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice and will post the notice to the Weekly Procurement Transportation Bulletin. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.
- 1.29 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within seven (7) calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Weekly Procurement Transportation Bulletin, unless you had earlier

actual notice. Protests of specifications must be submitted within seven (7) calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE (See Section 1.12.) We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.

- 1.30 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s). The PROJECT CONTACT may not be so authorized.
- 1.31 COMMENCEMENT OF WORK.** If you begin any billable work prior to the DEPARTMENT'S final approval and execution of the contract, you do so at your risk.
- 1.32 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the State's benefit only and is to provide the DEPARTMENT with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the State.
- 1.33 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.
- 1.34 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.
- 1.35 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code (**30 ILCS 500**) and other applicable laws and rules. VENDORS claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer labeled "Confidential Information." This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award the name of the winning VENDOR and price as well as sufficient information from that offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name, and in the case of IFBs, the price) after award of the losing offers. Final results of the DEPARTMENT'S evaluation shall be public.
- 1.36 PUBLIC CONTRACTS NUMBER.** VENDORS with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.
- 1.37 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from:
www.cyberdriveillinois.com/departments/business_services/bca.html
- 1.38 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.39 CONTRACTOR SUSPENSION.** Any contractor may be suspended for violation of this Code or for failure to conform to specifications or terms of delivery. Suspension shall be for cause and may be

for a period of up to the maximum provided by law at the discretion of the applicable chief procurement officer. Contractors may be debarred in accordance with rules promulgated by the chief procurement officer or as otherwise provided by law. **(30 ILCS 500/50-65)**

1.40 COMPLETION OF SOLICITATION RESPONSE FORMS. The Solicitation Response forms consist of the "Contract for Supplies and/or Services" and "Vendor Pre-qualification" information. **You must complete, respond to and submit all sections including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see Section 1.03). The electronic version may include additional instructions.

a. Contract For Supplies and/or Services. This is the part of the solicitation that shows what we require in terms of specifications, contract terms and requirements. The Contract for Supplies and/or Services is arranged as follows:

- Section I. Contract Format and Signatures
- Section II. Term of Contract
- Section III. Description of Supplies and/or Services
- Section IV. Pricing/Compensation
- Section V. Standard Terms, Conditions and Certifications
- Section VI. Department Supplemental Terms and Conditions
- Section VII. Department Attachments
- Section VIII. VENDOR Provided Additional Material and Exceptions

(1) The Contract Format and Signatures page identifies the parties and the other elements of what will be the CONTRACT. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the State's forms with the offer) as modified by any exceptions properly noted. The DEPARTMENT may accept your offer as submitted by signing the Contract Format and Signatures page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you. By signing on the Contract Format and Signatures page, you are making the certifications included in the contract.

(2) Insert price information and/or bid amounts only in the Pricing/Compensation Section of the Contract document. **If VENDOR chooses not to bid in a county, VENDOR should leave the spaces for that county blank in Attachment B. Furthermore, for each county for which VENDOR submits a bid, VENDOR must submit a bid for all items set forth in Attachment B.**

(3) Any Supplemental Terms and Conditions required by the DEPARTMENT are included as Section VI of the Contract document and will supercede anything to the contrary in the Standard Terms and Conditions.

(4) The Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose. **This is included as Section VIII of the Contract document and must be completed by the VENDOR.**

b. Vendor Pre-Qualification. You must sign the "VENDOR Pre-Qualification" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" VENDOR. If you do not provide this information, we may not be able to consider your offer. The "VENDOR Pre-Qualification" section is arranged as follows:

VENDOR Pre-Qualification Format and Signature

Business and Directory information
References
Department of Human Rights Public Contract Number
Minority, Female, Person with a Disability Status and Subcontracting
Disclosures, including Sections 1-4
Taxpayer Identification Number

1.41 CRITERIA FOR EVALUATION AND AWARD. We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All offers must meet the following administrative and responsibility criteria.

- a. Administrative Compliance. We will determine whether the offer complied with the Instructions for Submitting Offers. **We must reject your offer if you submit it late.** Failure to meet other requirements could result in rejection.
- b. VENDOR Responsibility. We will determine whether the VENDOR submitting the offer is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A VENDOR must at all times have financial, personnel and material resources sufficient, in the opinion of the DEPARTMENT, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.

The VENDOR must provide proof that it is registered to do business in the State of Illinois and is registered with the Illinois Department of Financial Institutions. VENDOR must have the capacity to provide title insurance and related services as set forth in the DEPARTMENT'S "Contract for Supplies and/or Services" for those counties indicated therein.

- c. Responsiveness. A bid must conform in all material respects to the Invitation for Bids.
 - (1) Product or Service Acceptability. The Contract section titled "Description of Supplies and/or Services" shall set forth any specifications and/or evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material. It may also provide for accomplishing any of the following prior to award:
 - (a) inspection or testing of a product or service prior to award for such characteristics as quality or workmanship;
 - (b) examination of such elements as appearance, finish, taste, or feel, if applicable;
 - (c) other examinations to determine whether it conforms to any other purchase description requirements.
 - (2) The acceptability evaluation is not conducted for the purpose of determining whether one bidder's product or service capability is superior to another, but only to determine that a bidder's offering is acceptable as set forth in the Description of Supplies and/or Services. Any bidder's offering that does not meet the acceptability requirements shall be rejected.
 - (3) When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the DEPARTMENT'S needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always

definitive. We reserve the right to use our discretion to eliminate offers that we deem unacceptable.

- d. Price. We will identify the lowest cost offer for each county and will rank the others in order of price. The VENDOR who submitted the lowest cost offer that meets the "administrative", "responsibility" and "responsiveness" requirements shall be eligible for award.

The price criteria for evaluating bids for title services will be based on the dollar amounts provided by VENDOR for those bid items shown in Attachment B to the Contract, which include:

- (a) Bid amount per thousand for insurance premium in the full value of the real estate acquired;
- (b) Bid amount per parcel for the original commitment except that restricted to the mineral estate and not including insurance premium;
- (c) Bid amount per parcel for the original commitment described in "b" above covering land the DEPARTMENT indicates may have or may have had an ownership interest held by a railroad. (VENDOR acknowledges that the bid price for this item includes any and all additional time and research that may be involved in providing this service);
- (d) Bid amount per parcel for any policy or date-down endorsement requiring or including the examination of judicial proceedings; i.e., condemnation, other chancery proceedings, bankruptcy, or probate;
- (e) Bid amount per parcel for any policy or date down endorsement not requiring or including an examination as noted above at "d";
- (f) Bid amount per parcel as escrow trustee fee. Escrow fees will include the preparation of escrow agreements.

The DEPARTMENT will seek to acquire all mineral interest unless the property owner desires to retain ownership without the right to disturb the surface; however, where the mineral estate has been severed, the DEPARTMENT is interested in knowing whether any right to disturb the surface exists in others. This might be the right of subsidence, right to purchase the surface, right to prospect or drill the surface, etc. In order to determine if any further action in this regard is necessary, coal and other minerals will need to be excepted from the legal description under consideration only where the same have been previously severed.

Where such facts are encountered, the severance will be indicated by the following language:

"Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals."

If specific surface rights were reserved or granted by or to the mineral estate, in such instances, the report will contain the following objection:

"This report of title shall not be construed as insuring against any damage to the surface of said land or any improvements thereon caused by surface entry or by the removal of the coal and other minerals lying thereunder."

In such instances, VENDOR further proposes to furnish, when requested, the following title data at the bid amount shown below in (g).

- (g) Bid amount per parcel for the furnishing of information concerning the exception of the mineral estate substantially as follows:

"Reservation (grant) of the coal and all minerals underlying said land contained in deed from _____ to _____ dated _____ and recorded _____ in Book _____ on Page _____ and all rights and easements thereunder of,

and all acts done or suffered thereunder by said holder of the coal and mineral estate or by any party claiming by, through, or under said holder.”

If the DEPARTMENT determines it is necessary to acquire the surface interest outstanding in mineral owners, VENDOR will furnish, when requested, the following title insurance data at the bid amount shown below in (h).

- (h) Bid amount per parcel for an original commitment on mineral ownership.
- (i) Bid amount per parcel for an original record owner report/certificate of title to include: ownership of record, tax parcel number, and legal description. A copy of the last deed filed is to be included. This is/or will be referred to as a “certificate of title.”

Separate bid amounts must be submitted for each bid item specified in (a) through (i) above for each county in which a bid is submitted. The method for determining the lowest bid will be by the following formula:

$$(a \times 1000) + (b \times 100) + (c \times 10) + (d \times 200) + (e \times 200) + (f \times 5) + (g \times 5) + (h \times 5) + (i \times 50) = \text{Total Bid Amount}$$

Each VENDOR will be expected to complete this formula and provide a “Total Calculated Bid” in the area provided for each county in which a bid is submitted in Attachment B. ”

In the case of a tie, the low bid will be determined by comparing the bid amount per parcel for the original commitment except that restricted to the mineral estate and not including insurance premium (b), plus the bid amount per parcel for any policy or date-down endorsement requiring or including the examination of judicial proceedings; i.e., condemnation, other chancery, proceedings, bankruptcy, or probate, (d) multiplied by a factor of two (b + 2d).

If a tie still exists the low bid will be determined by comparing the bid amount per parcel for the original commitment except that restricted to the mineral estate and not including insurance premium (b), plus the bid amount per parcel for any policy or date down endorsement not requiring or including the examination of judicial proceedings (e) multiplied by a factor of two (b + 2e).

If a comparison of the above cannot determine a low bidder, the final tie breaker will be by coin toss.

END OF INSTRUCTIONS



Illinois Department of Transportation

CONTRACT FOR SUPPLIES AND/OR SERVICES

I. CONTRACT FORMAT AND SIGNATURES

A. FORMAT. The CONTRACT includes the following sections.

- I. **CONTRACT FORMAT AND SIGNATURES.** Section I defines the contract format and contains the required contract execution signatures.
- II. **TERM OF CONTRACT.** The term of this CONTRACT and provisions for renewal and termination are as specified in Section II.
- III. **DESCRIPTION OF SUPPLIES AND/OR SERVICES.** VENDOR shall provide the supplies and/or perform the services specified in Section III of this CONTRACT.
- IV. **PRICING/COMPENSATION.** DEPARTMENT shall compensate VENDOR for the supplies and/or services provided at rates or prices established in Section IV of this CONTRACT.
- V. **STANDARD TERMS, CONDITIONS AND CERTIFICATIONS.** Standard terms, conditions and certifications applicable to this CONTRACT are specified in Section V.
- VI. **DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS.** Supplemental Terms and Conditions required by the DEPARTMENT are specified in Section VI.
- VII. **DEPARTMENT ATTACHMENTS.** If applicable, Section VII contains additional attachments such as drawings, plans, wage rates, etc. provided by the DEPARTMENT and thereby incorporated.
- VIII. **VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS.** Where the VENDOR desires to provide additional material or information to this CONTRACT, or takes exception to any part of this CONTRACT, VENDOR must indicate such and/or provide material in Section VIII.

B. SIGNATURES. The Undersigned State of Illinois, Department of Transportation (DEPARTMENT) and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT, including those attached or incorporated by reference. In Witness whereof, DEPARTMENT and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

FOR THE VENDOR:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Title of Authorized Representative

Company Name

Legal Address

City, State, Zip

FOR THE DEPARTMENT:

Ellen Schanzle-Haskins, Chief Counsel (Approved as to form)

Victor A. Modeer, Director, Division of Highways

Robert J. Millette, Director of Finance & Administration

Timothy W. Martin, Secretary of Transportation

Date

To be completed by DEPARTMENT upon contract award. Source Selection: IFB (including Multi-step.) X

Supplies/Services Awarded:

☐ Entire CONTRACT awarded to the VENDOR.

☐ Partial award. The VENDOR awarded only the following bid items from Section IV, Pricing/Compensation:

II. TERM OF CONTRACT

- A. Term of Contract.** The term of this contract shall commence on **contract execution** and terminate on **July 31, 2007** . All services contracted for prior to the termination date must be completed and invoiced to the DEPARTMENT within 90 calendar days of the termination date.
- B. Early Termination.** The DEPARTMENT reserves the right to terminate this CONTRACT without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, DEPARTMENT shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- C. Renewal.** This CONTRACT may be renewed for a period not to exceed **6 months** , upon written agreement of both parties. Such renewal must be executed prior to the expiration of the current contract term.
- D. Escalation.** All terms, conditions and price(s) will remain the same should this CONTRACT be renewed.

III. DESCRIPTION OF SUPPLIES AND/OR SERVICES

- A. Need for Supplies and Services.** A Vendor is needed to provide land title insurance services in thirty-one (31) of Illinois' 102 counties in order to support the DEPARTMENT'S highway land acquisition program.
- B. Department's Goal.** The Department's goal is to secure land title insurance providers' services for preliminary title reports, title commitments and title insurance for the DEPARTMENT'S real property acquisitions in furtherance of the DEPARTMENT'S highway improvement program to ensure compliance with the Public Contract Fraud Act and best business practices.
- C. Supplies and/or Services Required.** The supplies and/or services required by this CONTRACT are specified below. VENDOR must provide the specified supplies and/or services and adhere to all stated performance requirements and schedules. Failure by the VENDOR to comply can result in cancellation of the contract and forfeiture of applicable performance bond.

The VENDOR agrees to perform the services, including final reports made to the DEPARTMENT, as set forth in Attachment A -- Scope of Services at the bid amounts described in Attachment B -- Pricing and Compensation.

D. Milestones and Deliverables.

See Attachment A – Scope of Services

- E. New Products/Substitutions.** All supplies and materials furnished shall be new, unused, of most recent manufacture and not discontinued unless otherwise authorized by the DEPARTMENT. If an item becomes discontinued or otherwise not available during the term, the VENDOR may propose to substitute an equivalent or better product at no additional cost, subject to approval of the DEPARTMENT. If the CONTRACT is for performance of services and a named provider is no longer available through no fault of the VENDOR, the VENDOR may propose a substitute with equivalent or better qualifications at no additional cost, subject to approval of the DEPARTMENT.
- F. Quantities.** The quantities shown herein are either actual or are estimates as stated. Estimates are based, when possible, on actual usage during the most recent contract period, known DEPARTMENT program modifications and other factors that may influence total quantity used. Estimated quantities are not guaranteed, however, VENDOR shall furnish all requirements for the contract period whether more or less than the estimate.

- G. Orders.** If the nature of the supplies and/or services requires multiple orders, such orders against the CONTRACT will be made by the DEPARTMENT using an approved form as the need arises. Orders written through and including the last day of the contract shall be honored.
- H. Qualifications of VENDOR and/or VENDOR'S staff (or others who would perform).** Failure by VENDOR to maintain the qualifications stated herein may result in bid rejection and/or contract termination.

The VENDOR must provide proof that it is registered to do business in the State of Illinois and is registered with the Illinois Department of Financial Institutions. VENDOR must have the capacity to provide title insurance and related services as set forth in the DEPARTMENT'S "Contract for Supplies and/or Services" for those counties indicated therein.

- I. Performance Security Bond.** Yes ☐ No ☒

If above Performance Security Bond is marked "Yes", the VENDOR shall provide a Performance and Payments Bond in form and content satisfactory to the DEPARTMENT **prior** to performing any work pursuant to this CONTRACT. The Bond shall cover _____ percent (%) of the cost of the work. [If the CONTRACT is related to Public Works and "open-ended" regarding quantity of work, all individual work orders having a total cost of \$5,000 or greater will require a Bond for the above stated percentage amount.]

- J. Subcontracting/Joint Ventures.** Allowed ☒ Not Allowed ☐

The DEPARTMENT intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the CONTRACT. If subcontracting is permitted, subcontractors are subject to approval of the DEPARTMENT.

IV. PRICING/COMPENSATION

1. Method and Rate of Compensation.

The VENDOR will perform the functions and provide the services described in Attachment A for the dollar amounts indicated in Attachment A (Section A-1) and in Attachment B.

2. Expenses. All expenses are included in the Rate of Compensation described above.
3. Payment Terms and Conditions (including when paid, frequency and retainage). Please note that all services contracted for prior to the termination date must be completed and invoiced to the DEPARTMENT within ninety (90) calendar days of the termination date.

Invoices for the title services performed under this contract will be submitted for payment through the appropriate regional engineer as indicated in Attachment C. The number of invoices submitted will be in accordance with the accounting policies of the DEPARTMENT. All invoices for services performed and expenses incurred by VENDOR prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this contract. Notwithstanding any other provision of this contract, the DEPARTMENT shall not be obligated to make payment to VENDOR on invoices presented after said date. Failure by VENDOR to present such invoices prior to said date may require VENDOR to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this contract. The DEPARTMENT will send all payments to the VENDOR'S remittance address listed at Section I. B.

The amount shown in each invoice shall be in accordance with the rates established in the Contract.

4. Tax Exemption. DEPARTMENT'S State of Illinois tax exemption number is E9986-2522-04. The Federal tax exemption certificate is available on request.

V. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

A. Standard Terms And Conditions.

1. **Term And Renewals.** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the DEPARTMENT. If the commencement of performance is delayed because the CONTRACT is not executed by the DEPARTMENT on the start date, the DEPARTMENT may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the VENDOR'S option.
2. **Billing.**
 - a. VENDOR shall submit invoices to the address on the schedule and with the detail required by the DEPARTMENT. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
 - b. VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the DEPARTMENT. The DEPARTMENT does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
 - c. By submitting an invoice VENDOR certifies the supplies and/or services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**).
3. **Payment.**
 - a. Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
 - b. The DEPARTMENT shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the DEPARTMENT obtaining suitable financing.
 - c. The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the DEPARTMENT that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of VENDOR'S records as provided for in this CONTRACT.
 - d. Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
 - e. As a condition of payment, VENDOR must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
4. **Availability of Appropriations (30 ILCS 500/20-60).** DEPARTMENT shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the DEPARTMENT'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The DEPARTMENT shall determine whether amounts appropriated are

sufficient. DEPARTMENT shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

5. **Consultation.** VENDOR shall keep the DEPARTMENT fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the DEPARTMENT the opportunity to review relevant documents prior to filing with any public body or adversarial party.
6. **Performance Reviews.** The DEPARTMENT may conduct a post performance review of the VENDOR'S performance under the CONTRACT. The VENDOR shall cooperate with the DEPARTMENT in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the DEPARTMENT'S request. This post performance review may be used by any State agency in determining whether to enter other contractual relationships with the VENDOR.
7. **Audit/Retention Of Records (30 ILCS 500/20-65).** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the DEPARTMENT under the CONTRACT or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the DEPARTMENT, the Inspector General and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
8. **Schedule Of Work.** Any work performed on DEPARTMENT premises shall be done during the hours designated by the DEPARTMENT and shall in any event be performed so as to minimize inconvenience to the DEPARTMENT and its personnel and minimize interference with the DEPARTMENT'S operations.
9. **Independent Contractor.** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the DEPARTMENT or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **Responsibility For Agents And Employees.** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the DEPARTMENT determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **Assignment And Subcontracting.**
 - a. VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without DEPARTMENT'S prior written consent. In the event the DEPARTMENT consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to DEPARTMENT for review and approval upon request.

- b. If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. DEPARTMENT shall have the option to accept a substitute or to terminate the CONTRACT.
- c. After notice, DEPARTMENT may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third party for financing purposes.

12. License. VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the DEPARTMENT, VENDOR may meet the license requirement through a subcontractor.

13. Maintenance Assurance.

- a. The DEPARTMENT reserves the right to maintain any equipment purchased under this CONTRACT using DEPARTMENT personnel or third-party maintainers. In such case, VENDOR shall provide the DEPARTMENT or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The DEPARTMENT reserves the right to return to VENDOR'S maintenance following written certification by VENDOR that the equipment is eligible for VENDOR'S maintenance. VENDOR'S standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the DEPARTMENT shall be without penalty or sanction by VENDOR.
- b. If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the DEPARTMENT at no cost adequate documentation and access to specialized or proprietary tools to allow the DEPARTMENT or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the DEPARTMENT.

14. Confidentiality And Use of Work Product.

- a. Any documents or information obtained by VENDOR from the DEPARTMENT in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the DEPARTMENT.
- b. Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the DEPARTMENT, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the DEPARTMENT all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. DEPARTMENT shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the DEPARTMENT except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- c. The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the DEPARTMENT in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the DEPARTMENT a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

15. Warranty.

- a. VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, VENDOR warrants that supplies shall be new, unused, of most

current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the DEPARTMENT to use, the supplies and services being provided and that the DEPARTMENT may use same without suit, trouble or hindrance from VENDOR or third parties.

- b. VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the DEPARTMENT, immediately take all necessary actions to cure the breach.

16. Liability And Insurance.

- a. VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the DEPARTMENT, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the DEPARTMENT) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the DEPARTMENT'S facility. VENDOR shall do nothing to prejudice the DEPARTMENT'S right to recover against third parties for any loss, destruction, or damage to DEPARTMENT property, and shall at the DEPARTMENT'S request and expense, furnish to the DEPARTMENT reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the DEPARTMENT in obtaining recovery.
- b. VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the DEPARTMENT from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the DEPARTMENT and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the DEPARTMENT. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c. VENDOR shall, without limitation, at its expense defend the DEPARTMENT against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the DEPARTMENT in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the DEPARTMENT'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the DEPARTMENT the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the DEPARTMENT an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the DEPARTMENT may incur to acquire substitute supplies or services.
- d. DEPARTMENT assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The DEPARTMENT'S liability for damages is expressly limited by and subject to the provisions of

- the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
- e. Neither party shall be liable for incidental, special or consequential damages.
17. **Tax Compliance.** VENDOR shall comply with applicable tax requirements and shall be current in payment of such taxes.
18. **Solicitation And Employment.** VENDOR shall not employ any person employed by the DEPARTMENT during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the DEPARTMENT'S director if VENDOR solicits or intends to solicit for employment any of the DEPARTMENT'S employees during the term of this CONTRACT. DEPARTMENT has no authority to contractually refuse to hire VENDOR'S employees who apply to the DEPARTMENT for employment.
19. **Background Check.** The DEPARTMENT may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at DEPARTMENT facilities. Any officer, employee or agent deemed unsuitable by the DEPARTMENT must be replaced immediately.
20. **Breach And Other For Cause Termination.** DEPARTMENT may terminate this CONTRACT without penalty to the DEPARTMENT or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the DEPARTMENT giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
21. **Force Majeure.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
22. **Antitrust Assignment.** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
23. **Non-Discrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the DEPARTMENT does not unlawfully discriminate in employment, contracts, or any other activity.
24. **Applicable Law.** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the DEPARTMENT arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The DEPARTMENT shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at www.legis.state.il.us.
25. **Notices.** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to DEPARTMENT shall be sent to the executive head of the

DEPARTMENT at DEPARTMENT headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.

26. **Entire Contract.** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.
27. **Contracting Authority.** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the DEPARTMENT. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS' facilities.
28. **Amendments.** This CONTRACT may be amended during the initial term or during any renewal period upon written agreement by both parties.

B. **Certifications.** VENDOR certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

1. **Legal Ability To Contract.** VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- a. **Non-discrimination – Federal Requirements.** VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
 - b. **Default on Repayment of Educational Loan.** VENDOR is not in default on an educational loan (5 ILCS 385/3).
 - c. **Early Retirement.** VENDOR has informed the director of the DEPARTMENT in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
 - d. **Bribery.** VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
 - e. **Felony Conviction.** If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
 - f. **Sarbanes-Oxley Act.** If VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. VENDOR certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5).
 - g. **Delinquent Debt.** VENDOR and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR and its affiliates acknowledge the contracting state agency may declare the contract void if this certification is false (30 ILCS 500/50-11) or if VENDOR or an affiliate later

becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.

- h. **Illinois Use Tax.** VENDOR and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. **(30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.**
 - i. **Inducements.** VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
 - j. **Revolving Door Prohibition.** VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
 - k. **Reporting Anti-competitive Practices.** VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, /50-45, /50-50)**.
 - l. **Drug-free Workplace.** VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
 - m. **International Anti-boycott.** Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 **(30 ILCS 582)**.
 - n. **Bid-rigging.** VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
 - o. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
 - p. **Discriminatory Club Dues.** VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
 - q. **Forced Labor Act.** VENDOR complies with the State Prohibition of Goods from Forced Labor Act that, in relation to a public works projects, no foreign-made equipment, materials, or supplies furnished to the State under the contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.
 - r. **Accountability for Tax Expenditures.** This agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act **(PA 93-0552)**.
 - s. **Environmental Compliance.** The VENDOR certifies in accordance with **(30 ILCS 500/50-12)** that the bidder or VENDOR is not barred from being awarded a contract under this Section. The VENDOR acknowledges that the contracting agency may declare the contract void if this certification is false.
2. **Conflicts of Interest.** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the DEPARTMENT, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act **(30 ILCS 105/8.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- a. the person intending to contract with the DEPARTMENT, their spouse or minor child:
 - (1) holds an elective office in Illinois;
 - (2) holds a seat in the Illinois General Assembly;
 - (3) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies

of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)

- b. the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.**)
- c. the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382**) from the firm, partnership, association or corporation.

VI. DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS

- A. Publicity.** VENDOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT nor shall the DEPARTMENT'S name be used in any such advertisement or solicitation without prior written approval except as required by law.
- B. Prevailing Wage.** VENDOR certifies that VENDOR is in compliance with the Illinois Prevailing Wage Act (820 ILCS 130/4) and the Illinois Procurement Code (30 ILCS 500/25-60). If applicable, see attached Department of Labor rate sheet.
 - 1. No bidder will be awarded a contract unless its employees are paid wages and benefits and are working under conditions prevalent in the location where the work is to be performed, in the following classifications:
 - (a) All work associated with the construction or repair of Public Works (e.g., State owned buildings, roads, bridges, airport facilities, etc.)
 - (b) Janitorial cleaning;
 - (c) Window cleaning;
 - (d) Security Guard services;
 - (e) Printing services;
 - (f) Food services.
 - 2. Prevailing wages, rates, benefits, and conditions will be those in effect on the first date of the CONTRACT, provided that, if the rate changes during the course of the CONTRACT term and the amount of change is known before the execution of the CONTRACT, then the CONTRACT will vary in like amount. If the change cannot be determined in advance, the CONTRACT will be changed by the amount of the change in wage rate, as specifically set forth and in accordance with the provisions of 44 Ill. Adm. Code. 1.2560.
 - 3. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site **www.state.il.us.agency/idol/**.
- C. Steel Procurement.** VENDOR certifies that steel products used or supplied in the performance of this CONTRACT or any subcontract thereto shall be manufactured or produced in the United States, if applicable.
- D. Overtime.** All work performed by VENDOR at overtime rates shall be pre-approved by the DEPARTMENT.
- E. License Agreements.** The VENDOR is responsible for making all necessary license agreements and/or permits for use of copyrighted materials to be used by and for the DEPARTMENT through this contract.

F. Requirements for Federally Funded Contracts.

- 1. Standard Assurances.** The Vendor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Vendor agrees that the most recent federal requirements will apply to the project.
- 2. Certification Regarding Lobbying.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:
 - (a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
 - (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (c) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Vendor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Vendor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 3. Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Vendor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Vendor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Vendor retains ownership or possession of the project property, whichever is longer, the Vendor assures that:

- (a) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (b) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Vendor assures that it will submit the required information pertaining to its compliance with these requirements.

- (c) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
 - (d) Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
 - (e) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 - (f) It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- 4. Control of Property.** VENDOR certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.
- 5. Cost Principles.** The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.
- 6. Debarment.** VENDOR shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. VENDOR certifies that to the best of its knowledge and belief, VENDOR and VENDOR's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective VENDOR to certify to the certification in this section will not necessarily result in denial of participation in this Contract. The prospective VENDOR shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that VENDOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Contract for cause. The VENDOR shall provide immediate written notice to the DEPARTMENT if at any time the VENDOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The VENDOR agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The VENDOR agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The VENDOR may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless VENDOR knows the certification is

erroneous. VENDOR may decide the method and frequency by which it determines the eligibility of its principals. Each VENDOR may, but is not required to, check the Nonprocurement List. If a VENDOR knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Contract for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a VENDOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. **Drug Free Workplace.** The Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.
8. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the VENDOR assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The VENDOR assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The VENDOR'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Contract for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the VENDOR, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification by the Federal Government or the DEPARTMENT to the VENDOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.
9. **Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Vendor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Vendor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR Parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
10. **Procurement Compliance Certification.** The Vendor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Vendor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

11. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- (a) In accordance with section 5206(e) of TEA-21, 23 U.S.C. 502 note, the VENDOR assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, Title V, subtitle C, 23 U.S.C. 502 note.
- (b) With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, Title V, subtitle C, 23 U.S.C. 502 note, the VENDOR assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

12. Davis-Bacon Act. To the extent applicable, VENDOR will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

13. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Vendor certifies that it:

- (a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
- (b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (d) Will initiate and complete the work within the applicable project time periods;
- (e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in

- the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Section VI, paragraph E apply to the federally funded project. The VENDOR agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

F. Quality Assurance Program.

Quality Reviews. The VENDOR shall conduct quality reviews to make certain the VENDOR complies with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing, including compliance with Disadvantaged Business Enterprise (DBE) provisions, as appropriate.

Within 30 days after receiving award of a CONTRACT, the VENDOR shall furnish a Quality Assurance Plan to the DEPARTMENT for approval. The Quality Assurance Plan shall detail the procedures and evaluation criteria to assure conformance with the CONTRACT. The Quality Assurance Plan shall describe in narrative form the technical approach for accomplishing the work, depict the Vendor's project staffing chart and identify the role of each staff member. Unless specifically waived, no payment shall be made until the DEPARTMENT approves the VENDOR'S Quality Assurance Plan.

Significant changes to the work requirements may require the VENDOR to revise the Quality Assurance Plan. It shall be the responsibility of the VENDOR to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- 1. Organization.** A description is required of the VENDOR'S Quality Control Organization and its functional relationship to the part of the organization performing the work under the CONTRACT. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- 2. Quality Reviews.** The VENDOR'S quality assurance methods used to monitor and assure compliance of his organization with the CONTRACT requirements for services and products shall be detailed.
- 3. Quality Records.** The types of records, which will be generated and maintained by the VENDOR during the execution of his Quality Assurance Program, shall be outlined.

VII. DEPARTMENT ATTACHMENTS

This Section of the CONTRACT contains additional attachments provided by the procuring DEPARTMENT.

- ☐ No. There are no additional DEPARTMENT attachments.
- ☒ Yes. The below listed attachments are included and incorporated as part of this CONTRACT.

Attachment A, Scope of Services
Attachment B, Pricing and Compensation
Attachment C, Map

VIII. VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material provided by the VENDOR, and any VENDOR exceptions to the CONTRACT requirements must be noted by the VENDOR on this page and provided as part of this CONTRACT. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

- ☐ No other material included
- ☐ Other material included (describe below and attach additional pages if needed)

Exceptions (mark one).

- ☐ No exceptions
- ☐ Exceptions taken (describe below and attach additional pages if needed)

VENDOR PRE-QUALIFICATION

General Pre-qualification.

This is information of general applicability and consists of the attached forms:

Business and Directory Information
References
Department of Human Rights Public Contract Number
Minority, Female, Person with a Disability Status and Subcontracting
Disclosures
Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PRE-QUALIFICATION information to the DEPARTMENT with the understanding DEPARTMENT will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR'S offer to the DEPARTMENT.

VENDOR (show official name and DBA)

Name:

DBA:

Address:

City, State, Zip

Phone/Fax:

E-mail:

Signature:

Printed Name:

Title:

Date:

Business and Directory Information

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Invoice Remittance Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone and fax).
7. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form).
9. Length of time in business.
10. Annual Sales for most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.

References

Provide references from established firms or government agencies (at least four, two of each type preferred) other than the procuring Department that can attest to your experience and ability to perform the contract subject of this bid.

1. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

2. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

3. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

4. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

5. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-105) If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA) _____.

DHR Public Contracts Number _____

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR _____.

Date of Expiration _____.

☐

(Check if applicable) The DHR Public Contracts number is not required as the company has employed 14 or less full-time employees during the 365 day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

NOTICE:

Numbers issued by the Department of Human Rights are effective for a period of five (5) years and then expire. If your organization holds an expired number, you must re-register with DHR by completing the required DHR application form. For the DEPARTMENT to consider your offer, VENDORS must file renewal applications with DHR prior to the designated bid/proposal opening date and time.

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at **www.state.il.us/cms**. In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you are requested to complete this form, your response will not be considered in the evaluation. A listing of certified business may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Your Company (and DBA) _____

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____
If "Yes," check each of the following that applies.

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- b. If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency

Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
Illinois Department of Transportation _____
Other (identify below) _____

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified VENDORS? Yes __ (attach copy) No ____

If "No", will you make a commitment to contact BEP certified VENDORS and consider their proposals? Yes ____ No ____

Do you plan on ordering supplies or services in furtherance of this project from BEP certified VENDORS? Yes __ No ____

If "Yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP certified VENDORS you plan to use.

Disclosures

Financial Interests and Potential Conflicts of Interests

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**30 ILCS 500/50-13 and 50-35 a,b,h**).

VENDOR shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the VENDOR is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4 below) must be made by the VENDOR and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the VENDOR.

When determining ownership or distributive income shares (Sections 2 and 3), use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period. **Sections 2 and 3 must be completed for each individual meeting the stated ownership or distributive income requirements.** Please make additional copies of these Sections as required.

A designee may submit this form on behalf of the VENDOR (or its parent). However, that person must have verified the information with each affected individual.

VENDOR Information. This disclosure information is submitted on behalf of (show official name of VENDOR, and if applicable, d.b.a. and parent):

(Name of dor) _____

(d.b.a., if used) _____

(Name of any parent organization) _____

Address _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone/Fax: _____

E-mail: _____

Section I: 30 ILCS 500/50-13 - Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$150,691.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (f) Exceptions.
 - (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
 - (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
 - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
 - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
 - (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

☐

No Conflict of Interest

☐

Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual. (Use additional pages if required.)

Section 2: 30 ILCS 500/50-35 - Disclosure of Financial Interest in the VENDOR

All VENDORS, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection "a," below. Publicly traded corporations may complete subsection "b" and privately held corporations with more than 400 shareholders may complete subsection "c" in lieu of completing subsection "a."

- a. **General disclosure.** For each individual having any of the following financial interests in the VENDOR (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the VENDOR (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% (____)
Ownership value exceeding \$90,414.60 (____)
Distributive Income Share exceeding 5% (____)
Distributive Income Share exceeding \$90,414.60 (____)

Name: _____

Address: _____

For each individual identified above, show:

the dollar value of the ownership interest: \$ _____

or

the proportionate share of the ownership interest: _____%*

and

the type of ownership/distributable income share:

sole proprietorship _____ stock _____ partnership _____ other (explain) _____

* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1% _____ 1 up to 2% _____ 2 up to 3% _____ 3 up to 4% _____
4 up to 5% _____ and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____%

- b. **Publicly traded corporations subject to SEC reporting requirements.** These VENDORS may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. VENDOR may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

- c. **Privately held corporations with more than 400 shareholders.** These VENDORS may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. VENDOR may skip Section 3 of this form, but must complete Section 4.

Check here if submitting 17 CFR information _____.

Section 3: 30 ILCS 500/50-35 - Disclosure of Potential Conflicts of Interest.

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- | | | | |
|----|--|----------|---------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the VENDOR'S contract. Identify contracts with the VENDOR in Section "4"]. | Yes ____ | No ____ |
| b. | State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes ____ | No ____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. | Yes ____ | No ____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes ____ | No ____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes ____ | No ____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes ____ | No ____ |
| j. | Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes ____ | No ____ |

Explanation of potential conflicts of interest:

a. VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

- Solicitation Response Forms
Revised 12/01/2003

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name of VENDOR and EIN: Show the official business name as used to apply for the business entity's EIN and the Employer Identification Number. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: Name "Official EIN Name", and D.B.A. "Name Of Contracting Entity"

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN.

Name (official EIN name) _____

D.B.A. _____

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

- | | |
|--|--|
| _____ Individual | _____ Government |
| _____ Sole Proprietorship | _____ Nonresident Alien |
| _____ Partnership/Legal Corporation | _____ Estate or Trust |
| _____ Tax-exempt | _____ Pharmacy (non-corporate) |
| _____ Corporation providing or
billing medical and/or
health care services | _____ Pharmacy/Funeral Home/Cemetery (Corporate) |
| _____ Corporation NOT providing
or billing medical and/or
health care services | _____ Other: _____ |

This form is to be affixed to the sealed envelope / container containing a

SEALED BID

for the Illinois Department of Transportation's

Division / Office:	Division of Highways
District / Bureau:	Bureau of Land Acquisition
IDOT Reference No.:	DOT05-CBLA-02
Supplies / Services Requested:	Land Title Insurance Services
Location of Bid / Proposal Opening:	Division of Highways, 2300 South Dirksen Parkway, Room 330
	Springfield, Illinois 62764
Date and Time of Opening:	March 29, 2005 at 1:00 p.m. Local Time

and is being submitted by:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a 10" x 13" sealed envelope (or appropriate sized envelope / container) for the submittal of the bid.

If mailed or delivery service is used, it must be enclosed in a second or outer envelope / container addressed to the bid submittal location specified in the instructions.

Bids must be received by the Department no later than the date, time, and location specified in the instructions.

**THIS ENVELOPE / CONTAINER IS TO BE OPENED AT
THE DATE, TIME AND LOCATION AS SPECIFIED IN THE
INSTRUCTIONS.**

FOR DEPARTMENT USE ONLY:

Date received: _____ Time received: _____

Location Received: _____

Scope of Services

It is the intent of this contract that the VENDOR supply and perform all necessary products and services to provide land title insurance services related to the acquisition of right of way necessary for highway construction. All services shall be performed in accordance with the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual and title insurance industry standards and accepted practices.

The VENDOR agrees to provide the products and services as set forth herein at the corresponding compensation amounts described in Attachment B as well as furnish and deliver to the Department final reports as required herein.

A-1. Provided Title Insurance Products and Services.

Attachment B of this contract specifies VENDOR'S compensation for the furnishing of the following described items of title insurance data for the counties of Districts 1, 2, 3, and 4 of the DEPARTMENT.

- a. Title insurance policies in the full value of the real estate acquired.
- b. Original title commitments except that restricted to the mineral estate.
- c. Original title commitments described in "b" above covering land the DEPARTMENT indicates may have or may have had an ownership interest held by a railroad.
- d. Policy or date-down endorsements requiring or including the examination of judicial proceedings; i.e., condemnation, other chancery proceedings, bankruptcy, or probate.
- e. Policy or date-down endorsements not requiring or including an examination as noted above at "d".
- f. Escrow trustee services including the preparation of escrow agreements.

VENDOR understands that the DEPARTMENT will acquire mineral estates unless the owner desires to retain ownership without the right to disturb the surface; however, where the minerals have been severed, the DEPARTMENT is interested in knowing whether any right to disturb the surface exists in others. This might be the right of subsidence, right to purchase the surface, right to prospect or drill the surface, etc. In order to assist the DEPARTMENT in the determination of further action in this regard, VENDOR will except coal and other minerals from the legal description under consideration only where the same have been previously severed.

Where such facts were encountered, the severance will be indicated by the following language:

"Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals."

If specific surface rights were reserved or granted by or to the mineral estate, in such instance, the report will contain the following objection:

"This report of title shall not be construed as insuring against any damage to the surface of said land or any improvements thereon caused by surface entry or by the removal of the coal and other minerals lying thereunder."

In such instances, VENDOR further proposes to furnish the DEPARTMENT, when requested, the following title data shown in "g" below:

- g. Information concerning the exception of the mineral estate substantially as follows:

"Reservation (grant) of the coal and all minerals underlying said land contained in deed from _____ to _____ dated _____ and recorded _____ in Book _____ on Page _____ and all rights and easements thereunder of, and all acts done or suffered thereunder by said holder of the coal and mineral estate or by any party claiming by, through, or under said holder."

If the DEPARTMENT'S determination is to acquire the surface interest outstanding in mineral owners, VENDOR proposes to furnish the DEPARTMENT, when requested, the following title insurance data in "h" below:

- h. Original commitment on mineral ownership.

VENDOR also proposes to furnish the DEPARTMENT, when requested, the following supplies and related services shown in items "i" below:

- i. Original record owner report/certificate of title to include: 1. ownership of record; 2. tax parcel number; 3. Legal description. A copy of the last deed filed is to be included. This is/or will be referred to as a "certificate of title."

It is understood that the amounts set forth in Items (d), (e) (f), and (g) on said Attachment B specifies the compensation for the furnishing of those services regardless of what year such services are ordered provided that such items are ordered on a parcel or parcels, the original commitment for which was ordered during the term of this contract and provided further that in the event such services are ordered more than 40 months from the date of the last report on title, then one and one-half (1 ½) the compensation amount for the particular item will be charged by the VENDOR for the service.

It is understood that multi-year proposals are subject to the availability of sufficient appropriations made by the Illinois General Assembly to fund this Contract.

The DEPARTMENT will pay VENDOR the advanced costs or out-of-pocket expenses paid to third parties and incurred as a result of VENDOR'S escrow trustee services.

When requested by the DEPARTMENT, the VENDOR will record and file deeds and conveyance documents in the appropriate county recorders of deeds offices. The DEPARTMENT will pay VENDOR the actual costs incurred for such recording services, plus a \$3.00 service fee per document. Actual costs are defined as out-of pocket expenses paid to third parties for these services. Whenever possible, recordation will be noted as official business documents for government purposes so as to exempt the DEPARTMENT from nominal recordation fees.

When providing original title commitments and date-down endorsements, the VENDOR will also provide full copies of non-monetary lien documents shown in Schedule B (for example, covenants, restrictions and easements, except for those easements which are easements for recognized public utilities). This will not include monetary lien documents such as mortgages, judgment liens, and mechanics' liens. To the extent possible, monetary lien documents shown in Schedule B shall be of sufficient specificity as to identify the amount of the lien, the nature of the lien, the identification of the lienholder, and the document number. The DEPARTMENT will pay VENDOR the actual costs incurred for providing such documents, plus a \$3.00 service fee per document, up to a maximum of \$15 per title commitment and date-down endorsement. For date-down endorsements, the DEPARTMENT will pay said service fees when date-down endorsements show new documents not previously provided. Actual costs are defined as out-of pocket expenses paid to third parties for these services.

VENDOR acknowledges that this is a nonexclusive contract for the title work needed for the DEPARTMENT'S highway program and that the DEPARTMENT may be contracting with other providers of title insurance services as deemed necessary by the DEPARTMENT.

A-2. Definitions.

A-2.1. The term "order" as used herein shall be deemed to mean a request for original commitments, date-down endorsements, policies, escrow agreements, certificates of title, or requests to record or file deeds and other documents on behalf of the DEPARTMENT, made at the same time under a single letter or request.

A-2.2. The term “parcel” as used herein shall be deemed to mean any contiguous tract of land in the same ownership which lies within the legal description, plat of survey, or sketch for the right of way to be acquired as shown by the order. The fact that a tract may have an easement for highway, railroad, drainage district, utility, etc., or consist of one or more platted lots or fractional part thereof shall not prevent the tract as divided thereby from being defined as contiguous. Where one or more parcels are combined in the same ownership after the original order, or conversely, where a single parcel is divided into one or more ownerships after the date of the original order, in the former case, the parcels may be treated as one after the original commitment and in the latter, they are to be treated as separate parcels after that time.

It is understood by the VENDOR and the DEPARTMENT that a clear definition of the term “parcel” is not always possible when non-operating railroad land is the subject of a title search. Because of this, the VENDOR may request a conference with the DEPARTMENT within 30 days after an order is received to mutually agree on the number of parcels actually included with any order.

A-3. Provisions for Work Orders. Orders for this work will be placed by the regional engineer or his/her authorized representative with the office or agent to be designated by VENDOR on a county basis, by furnishing a legal description of the parcel to be acquired, or for parcels along an existing or new highway centerline by furnishing an approximate right of way width by means of a plat or sketch. VENDOR will designate and inform DEPARTMENT of the name of an individual in its company who will be responsible for ensuring the provisions of this Contract are fulfilled on a district basis and who will be available to the DEPARTMENT should questions of compliance with terms of the contract occur.

A-4. Title Commitments.

A-4.1. All original commitments issued as a result of this proposal will be effective for 180 days after the effective date indicated on each commitment. The original commitment shall contain an informational note legally describing any and all property which appears to be in the same ownership as of the date of the order and which is contiguous to the land covered by said commitment. The ownership of contiguous property should not be construed as being based upon a complete title search and the VENDOR assumes no responsibility for its accuracy.

A-4.2. Any original commitment or date-down endorsement which contains an exception relating to an instrument containing a legal description shall include that legal description if it varies from the caption or, in the alternative, shall include copies of the same; providing this information shall have no effect upon the notice provided by exceptions contained in commitments or date-down endorsements.

A-4.3. All sales of captioned property or any part thereof within the preceding five years shall be included in the original commitment by giving the names of the grantors and grantees, the date of the instrument, the date it was recorded, and the recording date by book and page and/or document number. If no sales of captioned property in whole or in part have been made during the preceding five years, a statement to this effect will be included in the commitment. In all cases, a copy of the last conveyance document will be included with the delivery of the original commitment.

A-4.4. The original commitment will contain the tax number of the property, the name and address of the assessee, a copy of the plat, if one is referred to in the description, and a list of the necessary parties for condemnation acquisition through eminent domain proceedings. In Cook County, if the property is in Torrens, the certificate number, volume, and page will be included in the original commitment.

A-5. Delivery to Department. VENDOR understands that prompt delivery of the products and services the DEPARTMENT orders and requires is of the essence. VENDOR will deliver its original commitments, date-down endorsements, certificates of title, last deeds of record, and copies of Schedule B non-monetary lien documents, electronically as attachments to an e-mail message from VENDOR to the proper district office. The attachments will be provided in *Adobe Acrobat* PDF format, or in a file format mutually agreed to by the applicable district and VENDOR. The electronic delivery will include a transmittal form or cover letter that identifies the transmitted documents. Each

delivery will be made to the proper district office as promptly as possible after receipt of the order with the effective date within ten days of the submittal to the district office and in amounts no less than as follows. The VENDOR shall indicate on title commitments and date-down endorsements the actual search date of the recorded documents. The ten-day time limit indicated above shall be extended by the difference between the search date and the effective date if delays occur in the posting of recorded documents caused by the County Recorder's Office.

- a. Thirty-five original commitments shall be delivered within the first 35 calendar days after receipt of the order and 35 original commitments each 35 calendar days thereafter. Original commitments ordered for lands the Department indicates may have or have had an ownership interest by a railroad shall be delivered within the first 70 calendar days after receipt of the order.
- b. Any single parcel date-down endorsement shall be delivered no later than 7 calendar days after receipt of said date-down endorsement order. Orders requesting multiple parcel date-down endorsements shall be delivered at a rate of 35 each 14 calendar days.
- c. The title insurance policy on each parcel is to be the A or B-Form ALTA Policy. Any subrogation, co-insurance or contribution clauses shall not be applicable to the DEPARTMENT. The policy shall be ordered in writing and delivery shall be at the rate of 15 in the first 21 calendar days and 35 in each 35 calendar days thereafter. The policy shall be in the amount of the full value of the real estate acquired, excluding damages, if any.
- d. Sixty Certificates of Title shall be delivered within the first 35 calendar days after receipt of an order and 50 Certificates of Title each 35 calendar days thereafter.
- e. Deeds and other conveyance documents will be recorded within 7 calendar days after receipt of the original documents by the VENDOR.
- f. VENDOR understands that these time limits are essential to the DEPARTMENT and that if VENDOR fails to deliver as scheduled, the applicable work order or the contract for a particular county may be canceled, in whole or in part, seven (7) days after written notice of an uncorrected default. If the DEPARTMENT cancels a work order due to an uncorrected default, DEPARTMENT will be obligated to pay only for the work done as of the date of DEPARTMENT'S written notice.

VENDOR will deliver title insurance policies and escrow agreements by U.S. mail or equivalent parcel service delivery to the proper district office as promptly as possible.

The DEPARTMENT shall notify the VENDOR at the earliest opportunity when it has been determined that a title insurance policy will not be ordered. The DEPARTMENT shall be billed only for the work done, but not for insurance premiums if a commitment has not been issued; and if a commitment has been issued, the DEPARTMENT shall be billed for the work done together with the premium for the amount of insurance included in the commitment.

A-6. Depicted Dates. All commitments, endorsements, the insurance policy, and invoices shall show the dates of the original order, later date order, policy order, route, and project and parcel numbers, if available, thereon.

A-7. Billing. In addition to the provisions relating to billing contained heretofore, the following provisions will apply.

- a. At the time of commitment, the DEPARTMENT is to be billed for items (a), (b) and (c) as shown in Attachment B. The billing under bid item (a) will be the insurance rate for \$1,000 of coverage.
- b. At the time a later date endorsement or examination is made, appropriate billing will be made under Attachment B (d) or (e), whichever is applicable.
- c. At the time the policy is issued, the appropriate charge under Attachment B will be made under either (d) or (e), whichever applies, and also for the amount of the increased insurance as requested by the DEPARTMENT. This latter charge will be billed at the rate as provided in Attachment B (a).

- d. Billing under Attachment B (f), (g), (h), or (i), whichever is applicable, will be made at the time the services are performed.

A-8. Vendor's Relationship to Department Highway Districts and Regions.

A-8.1. Attachment C indicates the arrangement of the DEPARTMENT on a county, district and regional basis, and in the event this proposal is accepted for a county, it shall constitute an agreement covering such county for the term of this contract; subject, however, to the right of the DEPARTMENT by the district office placing orders for such work or the VENDOR to cancel it, in whole or in part, upon seven days written notice.

A-8.2. VENDOR understands that in certain cases, acquisition projects may extend into a county not normally a part of the district arrangement as shown on Attachment C and in this instance, the rate for services rendered shall be the bid amount set forth for the county under whose jurisdiction it falls as shown on said Attachment C if an accepted proposal of the VENDOR is in effect for that county.

A-8.3. VENDOR shall provide, at no charge, the appropriate district land acquisition office with a monthly status report of accomplishments on each order by county. As a minimum, the report will cover orders for title commitments, date-down endorsements and title policies and include the date of the order from the department, the date the order is received by the title company, the State Project Number assigned to the order, the county, the number of parcels included in the order, the due dates calculated from provision A-5, the number of parcels completed, and a date indicating when the work for the order is complete.

A-9. Claims Against Title Work – Guidelines. Upon acceptance of this contract, VENDOR will furnish to the DEPARTMENT'S Central Bureau of Land Acquisition and to each regional engineer guidelines which will be used should a claim against the title work arise. These guidelines must consider the impact of eminent domain or construction activities occurring on the land involved and the necessity for expeditious action to be taken in resolving the claim.

A-10 Files Opened Under Contract but not Closed Prior to the Completion of the Contract.

The DEPARTMENT reserves the right, based on the discretion of its regional engineers with the consent of the Bureau Chief of Land Acquisition, to allow the VENDOR to complete work on files opened under the term of this Contract but not yet finalized at the completion of the Contract. The rate of compensation contained in this Contract shall remain in effect. Nothing contained in this paragraph shall allow files to remain open for a period exceeding three (3) years from the date of completion of this Contract. The DEPARTMENT reserves the right to collect and reassign all or some of the open files at the completion of this Contract and transfer the files to subsequent successful vendors.

PRICING AND COMPENSATION

Instructions To VENDORS: In the shaded space(s) provided on the attached bid sheets, the VENDOR will list the price per bid items (a) through (i). Then, in the unshaded spaces, the VENDOR will compute the extended amounts, based on the multiplier given, that will be charged for each service identified. Prices will include providing all supplies and/or services specified in compliance with all terms, conditions and requirements as stated in this CONTRACT.

Award will be based on the TOTAL CALCULATED BID for each County. In the event of mathematical errors in the price extensions, the bid item price will prevail.

Each VENDOR, by submitting a signed proposal, represents that he/she has read and understands all documents, instructions and specifications, is in complete compliance with all said requirements, and that if accepted by the DEPARTMENT, these bidding documents shall constitute pricing and compensation terms of a binding contract in accordance with the terms and conditions contained herein.

The DEPARTMENT will make the bid sheets available in an Excel worksheet format with formulas included to compute the price extensions. The VENDOR is responsible for accuracy of the pricing contained in the bid sheets and the DEPARTMENT has no responsibility for the accuracy of the formulas.

To obtain the bid sheets in Excel worksheet format, the VENDOR may e-mail the project contact, Dennis Hollahan (address available in Section 1.11) and the worksheet will be provided to the VENDOR via e-mail.

ATTACHMENT B
Contract Execution - July 31, 2007

DISTRICT 1

Submitted By: _____

(Firm Name)

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
COOK - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DUPAGE - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
KANE - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LAKE - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MCHENRY - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WILL - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SAMPLE

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
COUNTY 1 - bid amount	\$1.00	\$205.00	\$250.00	\$50.00	\$30.00	\$60.00	\$20.00	\$70.00	\$50.00	
- calculated amount	\$1,000.00	\$20,500.00	\$2,500.00	\$10,000.00	\$6,000.00	\$300.00	\$100.00	\$350.00	\$2,500.00	\$43,250.00
COUNTY 2 - bid amount	\$1.00	\$300.00	\$275.00	\$75.00	\$50.00	\$125.00	\$30.00	\$120.00	\$75.00	
- calculated amount	\$1,000.00	\$30,000.00	\$2,750.00	\$15,000.00	\$10,000.00	\$625.00	\$150.00	\$600.00	\$3,750.00	\$63,875.00
COUNTY 3 - bid amount	\$1.25	\$215.00	\$255.00	\$55.00	\$30.00	\$65.00	\$25.00	\$75.00	\$65.00	
- calculated amount	\$1,250.00	\$21,500.00	\$2,550.00	\$11,000.00	\$6,000.00	\$325.00	\$125.00	\$375.00	\$3,250.00	\$46,375.00

ATTACHMENT B
Contract Execution - July 31, 2007

DISTRICT 2

Submitted By: _____

(Firm Name)

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
BOONE - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BUREAU - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CARROLL - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DEKALB - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HENRY - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JODAVIESS - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ROCK ISLAND - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STEPHENSON - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WHITESIDE - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WINNEBAGO - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SAMPLE

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
COUNTY 1 - bid amount	\$1.00	\$205.00	\$250.00	\$50.00	\$30.00	\$60.00	\$20.00	\$70.00	\$50.00	
- calculated amount	\$1,000.00	\$20,500.00	\$2,500.00	\$10,000.00	\$6,000.00	\$300.00	\$100.00	\$350.00	\$2,500.00	\$43,250.00
COUNTY 2 - bid amount	\$1.00	\$300.00	\$275.00	\$75.00	\$50.00	\$125.00	\$30.00	\$120.00	\$75.00	
- calculated amount	\$1,000.00	\$30,000.00	\$2,750.00	\$15,000.00	\$10,000.00	\$625.00	\$150.00	\$600.00	\$3,750.00	\$63,875.00

ATTACHMENT B
Contract Execution - July 31, 2007

DISTRICT 3

Submitted By: _____

(Firm Name)

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
FORD - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRUNDY - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IROQUOIS - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
KANKAKEE - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
KENDALL - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LASALLE - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIVINGSTON - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MARSHALL - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MCLEAN - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PUTNAM - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WOODFORD - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SAMPLE

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
COUNTY 1 - bid amount	\$1.00	\$205.00	\$250.00	\$50.00	\$30.00	\$60.00	\$20.00	\$70.00	\$50.00	
- calculated amount	\$1,000.00	\$20,500.00	\$2,500.00	\$10,000.00	\$6,000.00	\$300.00	\$100.00	\$350.00	\$2,500.00	\$43,250.00
COUNTY 2 - bid amount	\$1.00	\$300.00	\$275.00	\$75.00	\$50.00	\$125.00	\$30.00	\$120.00	\$75.00	
- calculated amount	\$1,000.00	\$30,000.00	\$2,750.00	\$15,000.00	\$10,000.00	\$625.00	\$150.00	\$600.00	\$3,750.00	\$63,875.00

ATTACHMENT B
Contract Execution - July 31, 2007

DISTRICT 4

Submitted By: _____

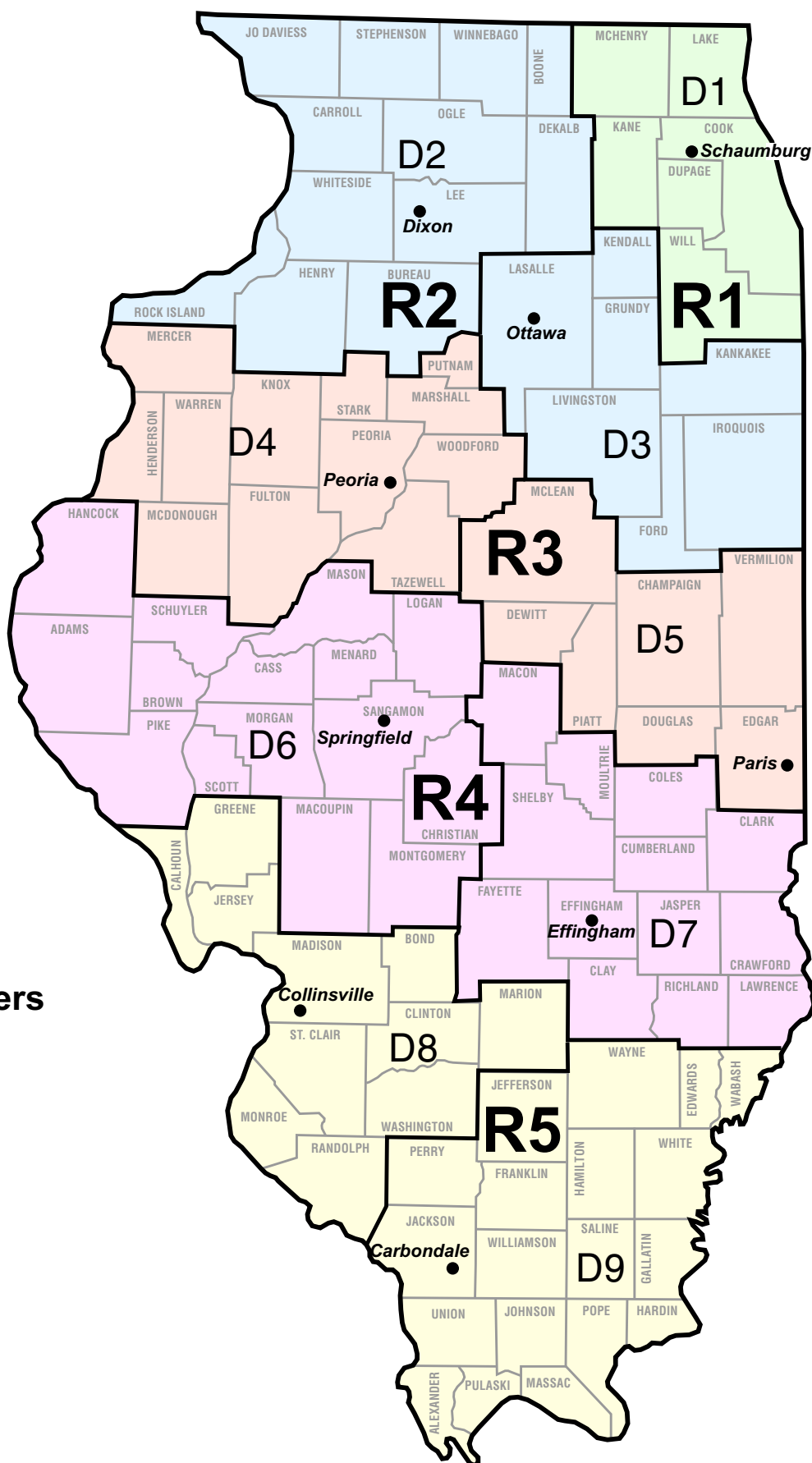
(Firm Name)

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
MERCER - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PEORIA - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STARK - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TAZEWELL - bid amount										
- calculated amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SAMPLE

County	a x 1000	b x 100	c x 10	d x 200	e x 200	f x 5	g x 5	h x 5	i x 50	Total Calc. Bid
COUNTY 1 - bid amount	\$1.00	\$205.00	\$250.00	\$50.00	\$30.00	\$60.00	\$20.00	\$70.00	\$50.00	
- calculated amount	\$1,000.00	\$20,500.00	\$2,500.00	\$10,000.00	\$6,000.00	\$300.00	\$100.00	\$350.00	\$2,500.00	\$43,250.00
COUNTY 2 - bid amount	\$1.00	\$300.00	\$275.00	\$75.00	\$50.00	\$125.00	\$30.00	\$120.00	\$75.00	
- calculated amount	\$1,000.00	\$30,000.00	\$2,750.00	\$15,000.00	\$10,000.00	\$625.00	\$150.00	\$600.00	\$3,750.00	\$63,875.00
COUNTY 3 - bid amount	\$1.25	\$215.00	\$255.00	\$55.00	\$30.00	\$65.00	\$25.00	\$75.00	\$65.00	
- calculated amount	\$1,250.00	\$21,500.00	\$2,550.00	\$11,000.00	\$6,000.00	\$325.00	\$125.00	\$375.00	\$3,250.00	\$46,375.00

Illinois Department of Transportation Regional and District Map



Regional Engineers

- Region 1
Diane M. O'Keefe
- Region 2
Gregory L. Mounts
- Region 3
Joseph E. Crowe
- Region 4
Christine M. Reed
- Region 5
Mary C. Lamie